

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

COMMONWEALTH EDISON COMPANY	:	
	:	Docket No. 11-0662
Petition to determine the applicability of	:	
Section 16-125(e) liability to events caused	:	
by the February 1, 2011 storm systems.	:	

REPLY BRIEF ON EXCEPTIONS OF THE
STAFF OF THE ILLINOIS COMMERCE COMMISSION

JESSICA L. CARDONI
MATTHEW L. HARVEY
Office of General Counsel
Illinois Commerce Commission
160 North LaSalle Street
Suite C-800
Chicago, Illinois 60601
(312) 793-2877
jcardoni@icc.illinois.gov
mharvey@icc.illinois.gov

January 31, 2013

*Counsel for the Staff of the
Illinois Commerce Commission*

Table of Contents

I.	PROCEDURAL HISTORY.....	1
II.	ARGUMENT	3
A.	REPLY TO THE ATTORNEY GENERAL’S EXCEPTIONS	3
i.	<i>The AG’s First Exception</i>	3
ii.	<i>The AG’s Second Exception</i>	5
iii.	<i>The AG’s Third Exception</i>	9
iv.	<i>The AG’s Fourth Exception</i>	11
B.	REPLY TO COMED’S EXCEPTIONS.....	12
C.	ORAL ARGUMENT.....	15
III.	CONCLUSION	17

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

COMMONWEALTH EDISON COMPANY	:	
	:	Docket No. 11-0662
Petition to determine the applicability of	:	
Section 16-125(e) liability to events caused	:	
by the February 1, 2011 storm systems.	:	

**REPLY BRIEF ON EXCEPTIONS OF THE
STAFF OF THE ILLINOIS COMMERCE COMMISSION**

The Staff of the Illinois Commerce Commission (“Staff”), by and through its counsel, and pursuant to Section 200.800 of the Commission’s Rules of Practice, 83 Ill. Adm. Code 200.830, respectfully submits its Reply Brief on Exceptions in the above-captioned matter.

I. Procedural History

On September 29, 2011, Commonwealth Edison Company (“ComEd”) filed its Petition to Determine the Applicability of Section 16-125(e) Liability to Events Caused by the February 1, 2011 Storm Systems (“Petition”). See, *generally*, Petition. In its Petition, ComEd alleged that: “Late in the day on January 31, 2011 and into the early morning hours of Tuesday, February 1, 2011, an upper level system and associated surface low began to move out of the southern Plains. At the same time, several different types of winter precipitation began to cover portions of the Mississippi Valley. This set the stage for what a report from the National Oceanic and Atmospheric Administration called “one of the most powerful winter storms in history.” The blizzard, as it

passed through Northern Illinois, produced heavy snows, high winds, sub-zero wind chills, lightning, and blowing and drifting snow. With snowfall totaling 20.2 inches at O'Hare International Airport, it ranked as the third largest snow storm on record. Petition, ¶¶2-16, citations omitted. ComEd alleged that this storm "caused damage to ComEd distribution facilities primarily due to the snow, high straight-line winds, and broken tree limbs and trunks. Snow damaged electrical distribution facilities by causing tree branches and limbs to contact lines and other energized equipment.." Id., ¶6.

In its Petition, ComEd first asserted that what it described as the: "largest continuous single interruption" which only lasted 7.47 minutes, affected 3,971 customers, approximately 13% of the 30,001 customer minimum that an interruption must reach to trigger the statute. The largest single continuous interruption lasting four hours or more affected 2,219 customers or approximately 7% of the 30,001 customer minimum that an interruption must reach to trigger the statute. Petition, ¶10.

Finally, and in the alternative, ComEd alleged generally that the damage resulting from the various storms was entirely: "unpreventable damage due to weather events or conditions" within the meaning of Section 16-125(e)(1) of the Illinois Public Utilities Act ("Act"), 220 ILCS 5/16-125(e)(1), and therefore ComEd is entitled to a waiver of the requirement established by Section 16-125(e) that requires an electric utility to: "compensat[e] customers affected by [an] interruption [of] 4 hours or more for all actual damages, which shall not include consequential damages, suffered as a result of the power interruption[.]" where

30,000 or more customers experienced a simultaneous four-hour interruption. See, generally, Petition, ¶¶24-25.

A status hearing was thereafter convened before a duly-appointed Administrative Law Judge (“ALJ”). Tr., Nov. 16, 2011, at 1-6. The City of Chicago (“City”), the Citizens Utility Board (“CUB”) and the Office of Illinois Attorney General (“AG”) filed petitions to intervene. ComEd submitted Direct Testimony and exhibits on January 3, 2012. Staff and the AG submitted their respective Direct Testimony and exhibits on February 14, 2012. On April 13, 2012, ComEd submitted its Rebuttal Testimony and associated exhibits. On May 30, 2012, AG filed its Rebuttal Testimony and exhibits, and on June 19, 2012, ComEd filed its Surrebuttal Testimony.

On July 10-12, 2012, an evidentiary hearing was conducted in the matter, with testimony taken and evidence otherwise adduced. Tr., July 10-12, 2012. Initial Briefs and Reply Briefs were filed August 31, 2012 and September 20, 2012, respectively. The ALJ issued a Proposed Order (“ALJPO”) on January 10, 2013, to which Staff generally agreed. The AG and ComEd filed Briefs on Exception (“BOEs”) on January 24, 2013. This Reply Brief on Exceptions follows.

II. Argument

A. Reply to the Attorney General’s Exceptions

i. The AG’s First Exception

The AG first takes exception to the ALJPO's conclusion that ComEd's entire system was appropriately designed, constructed, and maintained at the time the February 1, 2011 Storm System occurred. AG BOE at 6-14. In Staff's view, the AG does not accurately characterize the ALJPO. The ALJPO actually states that: "ComEd submitted evidence that at the time of the February 1, 2011 Storm System, its distribution system was reasonably constructed, designed and maintained consistent with best utility practices and applicable standards[.]" ALJPO at 23. The ALJPO also states that:

The evidence in this case demonstrates that, at the time of the February 1, 2011 Storm System occurred, ComEd's distribution system was designed, constructed and maintained in accordance with good utility practice, applicable design and construction standards, as well as applicable national and state rules and regulations.

Id.

These conclusions are amply supported by record evidence. ComEd witnesses testified in detail regarding the adequacy of the design, construction and maintenance of the company's distribution system. See, e.g., ComEd Ex. 2.0 at 6-13; ComEd Ex. 7.0 at 5-43; ComEd Ex. 8.0, *generally*; ComEd Ex. 10.0, *generally*; ComEd Ex. 11.0, *generally*; ComEd Ex. 13.0, *generally*. This being the case, Staff cannot support the AG's first exception, and urges the Commission to reject it.

The AG's exception appears to be based at least in part upon the premise that the ALJPO rejects, or perhaps more accurately, declines to adopt, the recommendations of the AG's expert, George Owens. AG BOE at 7-10. However, this is not a compelling, or even a particularly cognizable basis for

rejecting the ALJ's proposed findings. It is well established that an administrative agency need not make a specific finding on each and every evidentiary claim presented to it; instead, all it must do is issue findings specific enough to permit an intelligent review of its decision. See, e.g., Merrifield v. State Police Merit Bd., 294 Ill.App.3d 520, 528; 691 N.E.2d 191, 197 (4th Dist. 1998), *citing* United Cities Gas Co. v. Commerce Comm'n, 235 Ill.App.3d 577; 601 N.E.2d 1014 (4th Dist. 1992). Accordingly, the ALJ could quite properly do as he did, which is to base his findings on ComEd's evidence, as recited in the ALJPO. See ALJPO at 19-20 (ComEd's position set forth).

ii. The AG's Second Exception

In its second exception, the AG argues that the Proposed Order is defective and appealable insofar as it finds that:

The evidence in this case demonstrates that, at the time the February 1, 2011 Storm System occurred, ComEd's distribution system was designed, constructed and maintained in accordance with good utility practice, applicable design and construction standards, as well as applicable national and state rules and regulations. Furthermore, the evidence shows that the damage to ComEd's distribution system that occurred during the February 1, 2011 Storm System was a direct result of the weather conditions that were outside of ComEd's control. Accordingly, for the reasons stated above, the evidence demonstrates that the power interruptions that occurred were the result "unpreventable damage due to weather events or conditions," and a full waiver should be granted for the February 1, 2011 Storm Systems at issue pursuant to 220 ILCS 5/16-125(e).

AG BOE at 15, *citing* ALJPO at 23.

The AG takes specific objection to the ALJPO's use of the term "outside of ComEd's control," which the AG argues is not synonymous with "unpreventable."

The Staff considers this to be a distinction without a difference, inasmuch as no entity other than ComEd is liable under the statute for the failure to prevent interruptions of service in its territory, and so the difference between “unpreventable” and “outside of ComEd’s control” is at best subtle. It seems to the Staff that the ALJPO’s finding is a reasonable one, and aptly phrased. That said, in the interests of providing additional clarity, the sentence might be revised to read as follows:

Furthermore, the evidence shows that the damage to ComEd’s distribution system that occurred during the February 1, 2011 Storm System was a direct result of the weather conditions that were outside of ComEd’s control and as such “unpreventable” within the meaning of the statute, in that the damage in question could not have been prevented by appropriate design, construction, maintenance and repair of facilities. Accordingly, for the reasons stated above, the evidence demonstrates that the power interruptions that occurred were the result “unpreventable damage due to weather events or conditions,” and a full waiver should be granted for the February 1, 2011 Storm Systems at issue pursuant to 220 ILCS 5/16-125(e).

The AG next argues that the Commission should not exclude all outages that ComEd coded as due to weather conditions as “unpreventable” because ComEd has ostensibly failed to provide evidence that the equipment or conditions associated with the specific outage were appropriately designed, constructed, and maintained. AG BOE at 14-18. Staff concurs with the AG that the Commission should only include customers for purposes of granting a waiver if ComEd shows those customers were affected by interruptions caused by “(u)npreventable damage due to weather events or conditions”. ICC Ex. 1.0 at 9-10; see *also* 220 ILCS 16-125(e)(1). To clarify, Staff agrees with the AG that the Commission should not grant a waiver simply because ComEd indicates a cause

code of “weather.” However, Staff does not read the ALJPO to suggest or advocate such an action. Specifically, the ALJPO’s Commission Analysis and Conclusion accurately summarizes Staff’s position when it states:

Staff recommends that all storm damage caused by lightning strikes, uprooted trees, wind and ice be deemed unpreventable. When these categories of interruption are subtracted, the total number of customers who experienced a continuous interruption of four or more hours drops below 30,000; thus, a waiver should be granted.

ALJPO at 22-23.

To the extent that additional language on page 23 of the ALJPO could be interpreted as granting the waiver because all of the weather conditions were outside of ComEd’s control rather than because the damage to ComEd’s distribution system was unpreventable, Staff would suggest the following clarifying language in lieu of the replacement language that the AG suggests in its BOE:

Furthermore, the evidence shows that the great majority of the damage to ComEd’s distribution system that occurred during the February 1, 2011 Storm System was a direct result of the weather conditions that were outside of ComEd’s control. Accordingly, for the reasons stated above, the evidence demonstrates that the great majority of power interruptions that occurred were the result of “unpreventable damage due to weather events or conditions,” and a waiver of liability should be granted for the February 1, 2011 Storm Systems at issue pursuant to 220 ILCS 5/16-125(e).

AG BOE at 15.

In a related argument, the AG contends that ComEd has failed to meet its burden of proof, in that it has allegedly failed to: “show that [each individual] power interruption was a result of ... [u]npreventable damage due to weather events or conditions[.]” See AG BOE at 17. The AG asserts that ComEd bears

the burden of proof in this proceeding, and posits that it failed to bear that burden, stating that:

The Commission should clarify in its order that the utility – not the Staff and not intervenors like the [AG] -- requesting a blanket waiver of all statutory liability for outage damage bears the burden of proving that certain, specific outages were unpreventable. ComEd failed to link the outages it coded as caused by lightning strikes, uprooted trees, wind and ice to plant that conformed to appropriate standards, leaving the Commission unable to determine whether the associated outages were in fact unpreventable” as required by the statute. ComEd, not the [AG], failed to provide the evidence necessary to support its blanket waiver request.

AG BOE at 17-18.

There are significant defects in this reasoning. First, the AG seeks imposition of a rule that a company seeking a waiver of liability based on weather conditions must demonstrate not only that the weather conditions were such that adequately designed, constructed and maintained facilities and equipment could not withstand them, but also that every single affected facility or piece of equipment was in fact adequately designed, constructed and maintained. This is not logical; if brand-new, well-engineered facilities will fail when a tree is uprooted and falls on them, it scarcely matters that the facilities in question are older and in a less-than-perfect state of repair. The ALJPO correctly finds that:

[A]t the time the February 1, 2011 Storm System occurred, ComEd’s distribution system was designed, constructed and maintained in accordance with good utility practice, applicable design and construction standards, as well as applicable national and state rules and regulations.

ALJPO at 23.

This is the standard that the Commission should impose – not one under which a utility must keep every single piece of equipment and every facility in a constant state of perfect repair.

A second flaw in the AG's argument is that ComEd's case-in-chief was sufficiently detailed to allow the Staff to determine that: "fewer than 12,000 customers would be counted towards the 'more than 30,000 [customer]' trigger value for liability ... in Section 16-125(e)." Staff Ex. 1.0 at 12. ComEd was able to state that: "[t]he largest single continuous power interruption lasting four hours or more affected 2,219 customers, about 7% of the 30,001 customer threshold contained in Section 16-125(e) of the PUA." ComEd Ex. 3.0 at 5. While the latter assertion is based upon ComEd's flawed and improperly-restrictive definition of what constitutes an "interruption" within the meaning of Section 16-125(e)(1), it nonetheless demonstrates that outages can indeed be linked to specific equipment failures, which can in turn be linked to specific local weather conditions. It is clear that the AG's criticism has been overtaken by actual events, and should be ignored.

iii. The AG's Third Exception

In its third exception, the AG argues that the Commission's determination regarding liability should be based upon each customer's individual claim. AG BOE at 18-19. More specifically, the AG requests that: "[t]he Commission ... reject the blanket waiver ComEd seeks without prejudice and consider waivers from Section 16-125(e) liability in specific cases or claims brought by customers." AG BOE at 18. The AG argues that this relief is called for because, in the AG's

view: “[t]he language of the four Section 16-125(e) waiver provisions confirms that the General Assembly contemplated the waiver as a defense against specific claims for damages.” Id. The AG argues that a waiver should only attach to: “specific claims for damages”, Id., and “require consideration of the specific conditions presented by a customer seeking recovery of damages[.]” Id. at 19.

The AG concludes that:

The Proposed Order should be rewritten to allow consumers to seek damages in appropriate circumstances, and allow ComEd to specifically respond to those claims. However, the Commission should not simply exclude bad weather service interruptions from liability, because had the General Assembly intended to do that, it could have written that exclusion into the law in the fifteen years the law has been in place.

Id.

As nearly as the Staff can determine, the AG raises this argument for the first time.

Implicit in this argument is the proposition that, regardless of a utility’s showing that a particular interruption was unpreventable such that a waiver should properly be granted, the utility must defend, and the Commission must investigate, every claim brought by customers. There are several reasons why the AG’s claim is infirm and should be rejected.

First, the AG appears to have ignored the fact that damages under Section 16-125(e): “may be sought exclusively through the Illinois Commerce Commission as provided under Section 10-109 of this Act.” 220 ILCS 5/16-125(h). Section 10-109, in turn, requires an aggrieved party to file a complaint. 220 ILCS 5/10-109. As the AG has pointed out, AG BOE at 17, a complainant

has the burden of proof. The AG seems unprepared, however, to extend this doctrine to complainants seeking relief under Section 16-125(e); instead, the AG appears to advocate a procedure under which customers simply file a claim for damages, whereupon ComEd bears the burden of strict disproof: the obligation to demonstrate that the customer's interruption of service was unpreventable. The AG's proposal would turn the statutory waiver – which is, contrary to the AG's assertions: “[a] waiver of the [liability] requirements of this section” and thus a complete waiver of all liability – into an affirmative defense, which has to be reasserted, and more to the point, re-proven, in every case.

Second, and related, the AG's recommendation ignores the fact that the customers included in a waiver are those customers whose interruption of service the utility has already successfully demonstrate were subject to a waiver, in that the interruption was the result of unpreventable damage due to weather events or conditions. There would be no reason for any customer, utility or the Commission to dedicate resources to resolving complaint proceedings that must inevitably end in the complaint being denied because the utility has demonstrated and the Commission has determined that the interruption was unpreventable. Further, holding multiple proceedings implicating precisely the same issues and evidence would be extremely inefficient and completely unnecessary. Staff does not support the AG's third exception.

iv. The AG's Fourth Exception

The AG's fourth exception recommends that the Commission open an investigation into ComEd's baseline infrastructure investments and storm

readiness. AG BOE at 19-20. The AG asserts out that, regardless of how ComEd's waiver request is decided in this proceeding, there will be storms in the future, and an investigation would help assure that ComEd makes appropriate investments. Id. Staff does not believe that this proceeding is the proper forum for the Commission to commence an investigation.

B. Reply to ComEd's Exceptions

ComEd, having obtained the waiver of liability that it seeks by the Petition herein, takes no exception to the ALJPO's findings in that respect. ComEd's arguments all address the ALJPO's allegedly improper construction of Section 16-125(e)

These arguments are little more than a rehash of the same arguments ComEd raised, without success, in its Initial and Reply Briefs in this proceeding. See ComEd RBOE, *generally*; see also ComEd IB at 9-18; ComEd RB at 4-17. The Staff has rebutted these in detail in its Reply Brief, see Staff RB at 2-10, and will not reprise those arguments in any great detail here. Suffice it to say that the ALJ has recognized ComEd's attempt to: (a) rewrite the statute to include the words "single" and "discrete", while (b) attempting to impute to Staff a rewriting of the statute.

One matter raised by ComEd however, warrants a more detailed response. Specifically, ComEd protests the ALJPO's alleged imposition of what it characterizes as "unlimited strict liability" upon it, asserting that: "[I]literally nowhere, however, has unlimited strict liability been imposed on utilities for customer damages and municipal expenses without proof of imprudence, let

alone while prohibiting recovery of the potentially staggering costs of such liability.” ComEd BOE at 2. This assertion grossly mischaracterizes the ALJPO, and for that matter the statute.

That liability is limited under the statute is plain on the face of the statute. Section 16-125(e) provides that customers affected by an interruption not covered by a waiver are entitled to: “compensat[ion] ... for all actual damages, which shall not include consequential damages, suffered as a result of the ... interruption[.]” 220 ILCS 5/16-125(e). Under the same provision, “affected municipalit[ies], count[ies] [and] unit[s] of local government” are entitled to recover: “emergency and contingency expenses incurred by [them] ... as a result of the interruption[.]” *Id.*

Likewise, a utility’s liability under Section 16-125(e) as correctly interpreted by the Proposed Order is not strict. As Staff noted in its Reply Brief:

Strict liability ... is a concept that most often applies either to ultrahazardous activities or in products-liability cases, and is used to describe liability that does not depend on actual negligence or intent to harm, but that is based on the breach of *an absolute duty* to make something safe. [citation] Negligence is not an element of strict liability. [citation].

Staff RB at 11 (emphasis in original; citations omitted)

Here, of course, the Proposed Order has determined that:

Section 16-125(e) applies when 30,000 or more of ComEd’s customers have their service interrupted during the same four-hour period, excluding those customers whose interruptions were the result of unpreventable damage. The only rational interpretation of this provision is that the General Assembly intended that some customer outages caused by an interruption can be waived and not counted towards the 30,000 threshold while other outages caused by the same interruption would count towards the threshold.

ComEd's definition of "interruption" does not allow for such a distinction.

ALJPO at 18 (emphasis added).

In other words, the ALJPO does not impose strict liability; instead, it imposes liability where, and only where, a utility does not show that an interruption is caused by unpreventable damage due to weather events or conditions. Since "preventable damage" is that damage that could have been prevented through the adequate design, construction and maintenance of facilities and equipment, this is, as Staff has argued, a negligence standard.

ComEd appears particularly aggrieved by the last sentence of Section 16-125(e) of the Act, which states that: "[l]oss of revenue and expenses incurred in complying with this subsection may not be recovered from ratepayers." 220 ILCS 5/16-125(e). ComEd opines that the General Assembly could not possibly have intended to "threaten utilities' financial viability and impair basic statutory and constitutional assurances of cost recovery." ComEd BOE at 4-5. Regardless of how Section 16-125(e) is applied, given the utter clarity of this provision, ComEd's assertions regarding legislative intent must be disregarded. Clearly the last sentence of Section 16-125(e) provides that costs associated with complying with Section 16-125(e) may not be recovered from ratepayers.

ComEd's assertion that Section 16-125(e) is unconstitutional because it potentially could lead to imposition of costs unrecoverable from ratepayers, ComEd BOE at 16-17, should likewise be disregarded. While ComEd is no doubt entitled to pursue constitutional claims in a forum authorized to hear such claims, the Commission is not such a forum. Administrative agencies lack judicial

authority to determine the constitutionality of a statute. Dombrowski v. City of Chicago, 363 Ill.App.3d 420, 425: 842 N.E.2d 302, 307 (1st Dist. 2005). Accordingly, ComEd cannot obtain a declaration of the statute's constitutionality – or lack thereof – at the Commission.

Accordingly, the Staff recommends that the Commission reject ComEd's exceptions and adopt the ALJPO in its entirety, subject to the very modest revisions proposed in this Reply to Briefs on Exceptions.

C. Oral Argument

The AG requests oral argument, stating that:

This docket contains issues and evidence similar to the issues and evidence in Docket 11-0588 involving six summer storms in 2011 and involving millions of residents who were without power, many for days. The decisions made in both dockets will affect how Section 16-125(e) of the Public Utilities Act is applied, and whether Illinois residents who suffer prolonged power outages have the opportunity to present their claims for damages. A key decision is whether waiver issues are considered only in response to individual claims, or whether individual claims can be precluded by complaints such as the one filed in this docket.

Oral argument would benefit the Commission because the condition of ComEd's system, and its ability to withstand storms, are key issues to the state, its residents and its businesses. With storms coming with increasing frequency, the Commission needs to be informed about both the metrics and equipment for storm readiness and the investments that are being made. While investments can be expected to be part of ComEd's formula rate cases to come, oral argument in this docket (possibly combined with oral argument in Docket 11-0588) will enable the Commission to specifically address the conditions of ComEd's plant as it relates to storm readiness.

AG BOE at 22.

The Staff recommends that the Commission decline to grant oral argument in this proceeding. The threshold question before the Commission is, on a basic level, one of statutory construction: how Section 16-125(e) should be interpreted by the Commission. Questions of statutory interpretation or construction of statutes is a question of law, to be decided by the court or tribunal. See, e.g., Matsuda v. Cook County Employees and Officers Annuity and Benefit Fund, 178 Ill. 2d 360, 364; 687 N.E. 2d 866 (1997); Bruso v. Alexian Brothers Hospital, 178 Ill. 2d 445, 452; 687 N.E. 2d 1014 (1997); Branson v. Dept. of Revenue, 168 Ill. 2d 247, 254; 659 N.E. 2d 961 (1995). The primary rule of statutory construction is to give effect to the legislature's intent in enacting the statute. Bruso, 178 Ill. 2d at 451. Legislative intent should be sought primarily from the language of the statute, People v. Beam, 55 Ill. App. 3d 943, 946; 370 N.E. 2d 857 (5th Dist. 1977), since the language of the statute is the best evidence of legislative intent, Bruso at 451, and provides the best means of deciphering it. Matsuda, 178 Ill. 2d at 365. If the legislature's intent can be determined from the plain language of the statute, that intent must be given effect, without further resort to other aids to statutory construction. Bruso at 452.

The ALJ has correctly determined that:

This Commission views the language of Section 16-125(e) as plain and unambiguous. ... The only rational interpretation of this provision is that the General Assembly intended that some customer outages caused by an interruption can be waived and not counted towards the 30,000 threshold while other outages caused by the same interruption would count towards the threshold.

ALJPO at 18.

Staff agrees. There is no ambiguity in the statute, and the General Assembly's intent can be determined from its face. Hence, there is no basis to convene oral argument, since oral argument can add nothing as a matter of law.

Second, and contrary to the AG's assertion, this proceeding is not some wide-ranging inquiry into the state of ComEd's distribution system; rather, the question squarely before the Commission is whether ComEd should be granted a waiver of statutory liability under Section 16-125(e) of the Public Utilities Act. The ALJPO quite properly rejected the AG's attempt to stick the square peg of an investigation into the round hole of a waiver request, ALJPO at 23, and the Commission should not entertain it further.

III. Conclusion

WHEREFORE, the Staff of the Illinois Commerce Commission respectfully requests that its recommendations be adopted in their entirety consistent with the arguments set forth herein.

Respectfully submitted,

JESSICA L. CARDONI
MATTHEW L. HARVEY
Illinois Commerce Commission
Office of General Counsel
160 North LaSalle Street
Suite C-800
Chicago, Illinois 60601
312 / 793-2877
jcardoni@icc.illinois.gov

mharvey@icc.illinois.gov

January 31, 2013

Counsel for the Staff of the
Illinois Commerce Commission